



State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

DOVER SCHOOL COMMITTEE

Complainant

v.

DOVER TEACHERS' UNION

Respondent

CASE NO. T-0349

DECISION NO. 83-19

APPEARANCES

Representing Dover School Committee

Bradley F. Kidder, Esq.

Representing Dover Teachers' Union

Theodore G. Wells, Jr., AFT

Also in Attendance

Beverly Conway

Thomas J. Conway

Kathryn P. Forbes

Bernard T. Ryder

William H. McCann, Jr.

BACKGROUND

The Dover School Committee (committee) charges the Dover Teachers' Union (union) failed to negotiate in good faith, thereby violating RSA 273-A:5 in that the union negotiator, Mr. Conway, did subsequently fail to support a tentative agreement entered into during mediation.

The union denies the charge and states simply that the union's executive board did reject the mediator's proposal, as is their right, and further contends that the mediator's proposal is not an agreement between the parties but rather an attempt to reach agreement by way of a mediator's intervention and proposal.

FINDINGS OF FACT AND RULINGS OF LAW

The school committee and the teachers' union had begun negotiating in September of 1982 and reached an impasse in November of 1982. Mediation occurred in January of 1983 and resulted in a proposed agreement by mediator Zack. On February 10, 1983 the union executive committee unanimously rejected Zack's recommended settlement (Conway is member of executive committee). The school committee interpreted Zack's recommendation as a "tentative agreement" although only Zack's name appears on it and no other names (or initials) appear, as is customary on "tentative agreements".

The school committee maintains that Conway (and perhaps others of the negotiating team) acted in bad faith by not voting for and supporting Zack's recommendation, which they felt was an agreement, however tentative. The union pointed out that there were still "problems" with the proposed agreement but took it back to the executive board after much discussion and some change. Conway revealed that he didn't particularly support or oppose proposal and that he, as chairman, didn't vote on proposal.

Both sides had different interpretations of the proposal as "agreement" and there was a variety of opinions, even among union negotiators, as to how much support they were called upon to give to this proposal. Both sides agreed that they had significant input into the mediation session(s) but disagreed on what this meant.

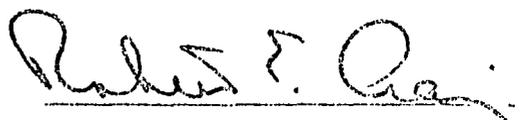
Both sides appear correct in their own interpretation of the behavior of the mediator and the parties to the mediation. Indeed, it may be that in mediation it is well to encourage both sides to feel they have an "agreement". Nevertheless, the proposal was from the mediator and while it may have represented his view of an agreement, it was not signed by, or initialed by, the negotiators and thus was not a "tentative agreement" as that term is commonly used.

DECISION

The PELRB finds that the union was within its rights to take the mediator's proposal to its executive board for their review and that the behavior of Mr. Conway and other negotiators does not, under these circumstances, constitute a refusal to negotiate in good faith.

The complaint is ordered and hereby is dismissed.

Signed this 25th day of May 1983.


ROBERT E. CRAIG, Chairman


SEYMOUR OSMAN, Board Member